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BY ECF AND U.S. MAIL

The Hon. Robert W. Gettleman
United States District Judge
United States District Court for the
Northern District of Illinois (Eastern Division)
219 South Dearborn St., Room 1788
Chicago, IL 60604

Re: Safeco Insurance Company of America, et al. v. American International
Group, Inc., et al., Case No. 09 C 2026 (N.D. Ill.)

Dear Judge Gettleman:

During argument on June 21, I referred to and quoted from three cases which had not been cited in the parties' briefs, and Your Honor asked that I provide the Court with a letter providing citations to those cases. The cases and passages to which I referred are:

In re Lupron Marketing & Sales Practices Litig., 345 F.Supp.2d 135, 137 n.4 (D. Mass. 2004) ("At the preliminary approval stage, the judge must either approve or disapprove the proposed settlement. He cannot rewrite the agreement.").

Blanchard v. EdgeMark Fin. Corp., 175 F.R.D. 293, 303 n.13 (N.D. Ill. 1977) ("... Defendants are correct in asserting that the Court's authority under Rule 23 only enables the Court to approve or disapprove the settlement agreement ...").

Hanlon v. Chrysler Corp., 150 F.3d 1011, 1026 (9th Cir. 1998) ("Neither the district court nor this court have the ability to 'delete, modify or substitute certain provisions.' The settlement must stand or fall in its entirety." (citation omitted)).

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'MWALSH', written over a horizontal line.

Michael A. Walsh
(Counsel to Original Class Plaintiffs)

cc: All Counsel of Record (by ECF and e-mail)
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